

REMARKS

1. Claims 25-37 are pending in the application, with claims 25 and 37 being independent.
2. Claims 25-37 stand rejected under 35 U.S.C. 101 as being directed toward non-statutory subject matter because the Examiner contends they are software per se.
3. The Office Action states that claims 26 and 37 stand rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention, because claims 26 and 37 recite limitations in "means plus function" language. The applicant believes that the Examiner meant to reject claims 26 and 37 under 35 U.S.C. 112, second paragraph, as these claims had means language. Claim 26 does not contain means language.
4. Claims 25-27 and 37 stand rejected under 35 U.S.C. 102(e) as being taught by White et al. (U.S. Publication No. 2002/0091550).
5. Claims 28-30 stand rejected under 35 U.S.C. 103(a) as being unpatentable over White et al. (U.S. Publication No. 2002/0091550) in view of Kleinberg (U.S. Publication No. 2001/0037265).
6. Claims 31-33 are rejected under 35 U.S.C. 103(a) as being unpatentable over White et al. (U.S. Publication No. 2002/0091550) in view of Kleinberg (U.S. Publication No. 2001/0037265) and further in view of Provost et al. (U.S. Patent No. 6,341,265).
7. Claims 34-36 are rejected under 35 U.S.C. 103(a) as being unpatentable over White et al. (U.S. Publication No. 2002/0091550) in view of Kleinberg (U.S. Publication No. 2001/0037265) and further in view of Provost et al. (U.S. Patent No. 6,341,265) and Mori et al. (U.S. Patent No. 6,070,148).

8. Applicant has amended claims 25-27, 30 and 37. No new matter has been added. Support for the amended claims is provided at least on page 13, lines 15 – 18 and page 14, line 12 to page 15, line 18 of the description.

9. Claim Rejections under 35 USC §101

Claims 25-37 stand rejected under 35 U.S.C. 101 as being directed toward non-statutory subject matter because the Examiner contends they are software per se.

Independent claims 25 and 37 have been amended and the presently amended claims now include additional technical features which define structural and functional interrelationships between the software per se and other elements of the invention that permit the software's function to be realized.

Such features as recited in claim 25 include, *inter alia*, “a computer server system”, “the electronic network to the server system”, and “an object model stored in a database implemented on the computer server system modelling the travel insurance product as issued to the subscriber”.

Such features as recited in claim 37 include, *inter alia*, “a server system device”, “the computer network”, and “an object model stored in a database implemented on the computer network”.

Thus Applicant submits that this rejection is now moot.

10. Claim Rejections under 35 USC §112

Claims 25, 27, 30 and 37 have been amended to delete “means” from the claims. Thus Applicant submits that this rejection is now moot.

11. Claim Rejections - 35 USC §102

Claims 25-27 and 37 stand rejected under 35 U.S.C. 102(e) as being taught by White et al. (U.S. Publication No. 2002/0091550).

The Examiner states that per claim 25, White teaches a computer system for providing a travel insurance product comprising:

- a server system, the server system including,
 - a verification routine arranged to receive an identification request from a subscriber to verify the subscriber (White: figure 2; para. 95),
 - a receiving means arranged to receive a subscriber request for the travel insurance product (White: figure 2; para. 95),
 - a pricing module arranged to compute a price for the travel insurance product requested by the subscriber utilizing a plurality of stored data (White: para. 122; 131-132),
 - a payment module arranged to communicate the price to the subscriber and receive payment details from the subscriber to execute payment via electronic transfer, and whereupon payment has been executed (White: para. 95; 126-127),
 - an issuing component arranged to issue the insurance product to the subscriber and update the stored data (White: para. 95), characterized in that the issuing component of the server system, in response to a further subscriber request, allows the subscriber to vary at least one term of the issued travel insurance product (White: para. 122-123; 140; para. 153).

Per claim 37, the Examiner states that since the teaching of White discloses the structural elements that constitute the system of claim 25, the Examiner submits that they perform the underlying process steps, as well. As such, the limitations of claim 37 were rejected by the Examiner for the same reasons given above for claim 25.

The Applicant has reviewed the Office Action and the sections of White referenced by the Examiner and can find no teaching of claims 25 and 37 as amended.

In particular the Applicant can find no teaching in White of:

“a pricing module arranged to compute a price for the travel insurance product requested by the subscriber utilizing an object model stored in a database implemented on the computer server system *modelling the travel insurance product as issued to the subscriber*, the model

having a plurality of attributes of a product, wherein the model enables a combination of the attributes to be created, the combination arranged to determine the price for the travel insurance product” and

“an issuing component arranged to issue the insurance product to the subscriber and update the object model, characterised in that, the issuing component of the server system, in response to a further subscriber request allows the subscriber to vary at least one term of the issued travel insurance product via the electronic network by adjusting the combination of attributes through an electronic interface”, as recited in claim 25.

Nor can Applicant find a teaching in White of:

“calculating a price for the travel insurance product requested by the subscriber with a pricing module executing on a computing device utilizing an object model stored in a database implemented on the computer network *modelling the travel insurance product as issued to the subscriber*, the model having a plurality of attributes of a product, wherein the model enables a combination of the attributes to be created, the combination arranged to determine the price for the travel insurance product” and

“issuing the insurance product to the subscriber and updating the object model with an issuing component executing on a computing device, characterised in that the issuing component of the server system, in response to a further subscriber request allows the subscriber to vary at least one term of the issued insurance product via the computing network by adjusting the combination of attributes”, as recited in claim 37.

In the Office Action, the Examiner refers to paragraphs 122 - 123; 131-132, 140 and 153 of White for teaching these elements of the claims. White teaches the ability to allow an offer of insurance to be varied. During this process in White, different prices based on changing attributes of the insurance offer will adjust the pricing of the offer accordingly. However, the Examiner has failed to show that White teaches the variation of the attributes for an issued insurance policy, as opposed to an offer of insurance as disclosed by White.

White does not teach, disclose or suggest a system which allows an offer of insurance to be issued and subsequently allows the terms of the issued policy to be varied. The disclosure of White merely discloses a pricing model which operates to calculate the price of an offer of insurance, and does not teach the usage of an object model to accurately ascertain the variation of an issued insurance policy wherein the risk is already borne by the risk bearer.

The Applicant respectfully submits that White nor any of the other cited references in any way teach or suggest an object model for the modelling of an issued insurance policy. This is because none of the references disclose any object model, nor any type of processing of attributes which are capable of processing and adjusting an insurance policy after it has been issued. Furthermore, there is no teaching or disclosure concerning the variation of an *issued* insurance policy since all descriptions relating to processing of an insurance policy in the references only relate to the policy before it has been accepted and issued. As such, it cannot be considered reasonable that any of the cited prior art would direct a skilled addressee to be motivated in implementing any function to modify an *issued* insurance policy since the skilled addressee would not have been guided or directed to even consider the processing of an issued insurance policy.

That White is only concerned with offers of insurance is evident throughout the Figures and description in White and is also evident in the abstract of White shown below.

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ABSTRACT

The present invention is directed to systems and methods for real-time rating, underwriting and policy issuance for the insurance industry. A process according to the present invention, as may be implemented via an appropriate computer environment, will include several steps in providing real-time rating, underwriting and policy issuance. Accordingly, identification information associated with a particular applicant is received. A connection is established with one or more information sources that may have data related to the applicant that may be relevant to the real-time rating and underwriting of an insurance policy for the applicant. A request for relevant data is transmitted over the respective connections. The relevant data is received from the information sources. Based upon the received relevant data, an offer of insurance is generated for the particular applicant. In some embodiments, a dynamic pricing factor may be used in generating the offer. The generated offer is then communicated to the applicant via an offer output device.

White teaches “based on the received relevant data, an offer of insurance is generated for the particular applicant”. Nowhere does White discuss a model or modeling for issued insurance. Thus, White effectively teaches away from claims 25 and 37.

There are key differences between an offer of insurance and insurance that has been issued. An issued insurance policy is legally binding and underwritten by an insurer, an offer is not. Although the Examiner may consider these to be trivial differences, they have a significant effect on the manner in which an offer and an issued insurance policy is processed and on how the risk assessment is calculated. In the insurance industry, a major concern is that once a policy has been issued for a specific set of terms, there is a legal understanding that a risk has been undertaken for a set period at a set rate. This can be compared to a legal commitment which has been formulated between a risk bearer (the insurer) and the risk seeker (the insured). To ensure fair pricing between the risk bearer and the risk seeker, a suitable premium-risk ratio over a set period is calculated based on the terms before an insurance policy is issued. Accordingly, the

adjustment of an offer of insurance, that is an offer which is not currently in operation, can be adjusted based on the provision of a new quote based on the new terms of the insurance.

Once a policy has been issued, the legal understanding between the risk bearer and risk seeker cannot be adjusted unless the issued policy is cancelled and re-issued as a new offer, followed by acceptance of the Offeree. This is because the premium-cost ratio, defined over a set period and a set of terms, was ascertained and accepted at the point of issuance of the insurance policy, and the policy, as it has been issued, is already in operation. This means that the risk bearer (insurer) is already underwriting (bearing the risk of) the insured party. Any changes to any one term or period of the issued insurance policy would therefore cause an inaccurate premium-cost ratio to be borne by the risk bearer and the risk seeker, and thereby provide a less than desirable outcome for either parties. This is due to, *inter alia*, the risk bearer having to be currently accepting the underwritings of a particular risk over a predetermined period of time concurrent to the risk seeker (insured party) attempting to obtain a variation of the policy. A simple adjustment arrangement like those used in ascertaining a cost of an insurance offer would therefore render an unfair outcome for the insurer since the risk currently being underwritten is already on-going, irrespective of whether the variation of the insurance policy is processed or denied.

In light of the above, it is respectfully submitted that the currently amended claims 25 and 37 are not anticipated by White. Nor are these claims obvious in view of any of the cited references..

Dependent Claims

Claims 26-36 depend on claim 25. "If an independent claim is nonobvious under 35 U.S.C. 103, then any claim depending therefrom is nonobvious." *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988). Therefore, in light of the above discussion, Applicants submit that claims 26 – 36 are also allowable at least by virtue of their dependency on nonobvious claims as well as the additional limitations recited by each of these claims.

Conclusion

In view of the above, Applicant respectfully submits that independent claims 25 and 37 as presently amended, and all other pending claims dependent therefrom, are in fact novel and nonobvious over the art on record, and requests the Examiner to kindly reconsider and pass all claims to issue.

The Commissioner is authorized to charge any additional fees which may be required or credit overpayment to deposit account no. 12-0415. In particular, if this response is not timely filed, the Commissioner is authorized to treat this response as including a petition to extend the time period pursuant to 37 CFR 1.136(a) requesting an extension of time of the number of months necessary to make this response timely filed and the petition fee due in connection therewith may be charged to deposit account no. 12-0415.

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